

RESOLUTION NO. 89- 188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH, ADOPTING AN INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN DELTA CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND MILLARD COUNTY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, PROVIDING FOR THE MILLARD COUNTY SHERIFF'S OFFICE TO FURNISH LAW ENFORCEMENT SERVICES AND PROTECTION FOR THE INCORPORATED AREAS OF DELTA CITY.

RECITALS

The City Council of the City of Delta, Utah, referred to herein as the "City Council", hereby recites the following as the basis for adopting this resolution:

A. The City Council desires to enter into this contract with Millard County, for the Millard County Sheriff's Office to provide law enforcement services for the incorporated areas of Delta City.

B. A special committee was appointed from members of the City Council, the Millard County Board of Commissioners and the Millard County Sheriff's Office to determine the feasibility of providing such service, wherein it was determined by said committee that law enforcement service and protection are needed within the incorporated areas of Delta City.

C. Those members of the special committee believe that it is mutually advantageous to Delta City and Millard County to enter into this agreement and have made recommendation to their respective boards to contract for law enforcement services for the incorporated areas of Delta City.

D. The City Council has determined that said Interlocal Cooperation Act Agreement shall be formally adopted by resolution pursuant to § 11-13-5, UCA (1953), as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Adoption of Interlocal Cooperation Act Agreement. The document entitled "Law Enforcement Service Agreement", a copy of which is attached hereto as Exhibit "A", by and between Delta City and Millard County, is hereby adopted by resolution pursuant to § 11-13-5, UCA (1953), as amended.

2. Effective Date. This resolution shall become effective upon adoption by the City Council.

3. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed


severable and such finding of invalidity shall not affect the remaining portions of this resolution.

4. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND APPROVED this 21 day of December, 1989.


RUTH HANSEN, Mayor

Attest:


DOROTHY JEFFERY, Recorder

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into pursuant to §11-13-1 et seq. of Utah Code Annotated (1953), as amended, commonly referred to as the Interlocal Cooperation Act, by and between **MILLARD COUNTY**, a Body Corporate and Politic of the State of Utah, hereinafter referred to as "County", and **DELTA CITY**, a municipal corporation of the State of Utah, hereinafter referred to as "City". The County and City shall be referred to herein jointly as "the parties".

WITNESSETH:

Whereas, the City desires to enter into this contract with the County, for the County Sheriff's Office to provide law enforcement services for the incorporated areas of the City; and,

Whereas, a special committee was appointed from members of the City Council, the County Board of Commissioners and the Millard County Sheriff's Office to determine the feasibility of providing such service, wherein it was determined by said committee that law enforcement service and protection are needed within the incorporated areas of the City; and,

Whereas, those members of the special committee believe that it is mutually advantageous to the City and County to enter into this agreement and have made recommendation to their respective boards to contract for law enforcement services for the incorporated areas of the City; and,

Whereas, it is anticipated that the services provided will be compensated by the City as hereafter set forth and as the respective County Commission and City Council hereafter determine from time to time.

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as hereinabove set forth, the County and the City do hereby covenant and agree as follows:

1. **COVENANT TO FURNISH SERVICES.** The County, together with its Sheriff's Office, hereby agrees to furnish law enforcement protection and to enforce state laws and County and City ordinances within the incorporated areas of the City as hereafter set forth. Such services shall be rendered by the County Sheriff's Office in accordance with the law enforcement policies, procedures, standards and methods promulgated by the Utah Peace Officers Standards and Training. The particular method of rendering such services, the standards of performance, the

discipline of officers, the control of personnel so employed, together with all supervisory and administrative functions and other matters incidental to the performance of such services shall remain with and be the responsibility of the County. All such services shall be rendered in a good and competent manner and in compliance with all standards for proper law enforcement services.

2. SERVICES TO BE FURNISHED. The County shall furnish the following described law enforcement services to the City pursuant to this agreement:

2.1 It is agreed that the County's Sheriff Office will furnish all necessary police and law enforcement investigation, protection and service to enforce all state laws (and federal statutes as far as the same are applicable), county ordinances and city ordinances which come within the knowledge and notice of the members of the Sheriff's Office. Services to be performed hereunder shall also include traffic enforcement, enforcement of zoning laws, health and safety regulation, licensing and inspection regulations in connection with liquor licenses and business licenses, and all other licenses which come under the jurisdiction of the City and County. County law enforcement officers will assist the City in other reasonable duties and functions as mutually agreed upon such as checking doors at night in the business district for security purposes and assisting other agencies within the City as a cooperative effort. The Sheriff's Office shall also provide City precinct constable duties (including bailiff duties upon the request of the Justice Court Judge), and any other services in the field of public safety, law or related fields.

2.2 It is further agreed that the services called for in this agreement are in addition to the services currently being provided by the County Sheriff's Office and that the County Sheriff shall, in addition to the services called for in this contract, continue to supply the services currently being provided to the City.

2.3 The County Sheriff's Office shall provide the above-described services for the City during a twenty-four (24) hour period each and every day throughout the year. During said twenty-four hour period, the County shall dedicate one certified peace officer, together with all necessary equipment and related services, to the City exclusively, to patrol the City and to provide all law enforcement services required by the City solely within the incorporated areas of Delta City. Such twenty-four (24) hour coverage shall be termed "dedicated time". It is understood between the parties to this agreement that said "dedicated time" shall mean that at least one Millard County Deputy Sheriff shall be on patrol at all times within the incorporated areas of the City. However, as has been the common practice with the Delta City Police Department, a deputy assigned to the City of

Delta shall be allowed to respond outside the Delta City limits in an emergency situation. "Emergency" shall mean any situation that would require the immediate response of the closest available Millard County Deputy on duty. Provided, that if the deputy called to respond to said emergency situation is the deputy assigned to patrol Delta City, and the emergency situation, regardless of location, is in excess of one hour, then the County shall be required to provide a replacement deputy to patrol within the Delta City limits.

2.4 The City shall have the right to decrease the amount of dedicated time, with thirty (30) days prior written notice to the County; such reduction in dedicated time shall be made in six (6) hour blocks. Therefore, in the event the City determines to reduce said dedicated time from the current twenty-four (24) hour coverage, such dedicated time shall be reduced to either eighteen (18) hour coverage or twelve (12) hour coverage.

2.5 The County Sheriff's Office shall respond in a timely fashion to all calls for police assistance and law enforcement services at all times during each and every day when such services are required.

2.6 The County shall provide the City with the following communications and services:

(a) A verbal report by the County Sheriff's Office to the Delta City Council, upon the request of the Mayor or City Council, which report shall include an update concerning law enforcement services and activities taking place within the City pursuant to this agreement;

(b) Prompt notification to the City of any critical or special problems or problems of an emergency or urgent nature that may have special impact upon the City or could cause liability to the City;

(c) Availability of the Millard County Sheriff, or a designated representative of the Millard County Sheriff's Office, to meet with the City administration or City Council at any reasonable time to discuss specific citizen complaints and/or citizen concerns regarding law enforcement services being rendered;

(d) The deputy sheriff charged with supervising the immediate Delta City area shall be in attendance at one of the City's duly constituted monthly meetings to report to the City Council on any law enforcement related activities taking place within the City and to respond to any questions or concerns from the City Council;

(e) The Millard County Sheriff agrees to meet with the City Council annually on or before December 15 of each year to review the Millard County budget as it relates to the Sheriff's Office.

2.7 The County shall respond to calls where persons or livestock are being threatened or injured by dogs, but otherwise shall refer all other dog complaints to a designated City employee. The City shall be responsible to make arrangements for the pickup and impoundment of dogs and for maintaining dog control activities in the City, other than those specified above for County responsibility. All dogs impounded by the County within City limits shall be kept at a dog pound or dog kennel designated by the City and notice shall be given to the City of such impoundment of animals. All fine proceeds from dog incidents and impounds shall belong to the City exclusively.

2.8 For the purpose of performing the services rendered herein, the County shall furnish, provide and maintain all necessary labor, supervision, equipment, uniforms, badges, firearms, communication facilities and equipment and other items necessary and incident to present day effective law enforcement services.

3. COMPENSATION.

3.1 As sole compensation for all services rendered by the County to the City pursuant to this agreement, the County shall be compensated in the amount of ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED TWO AND 80/100 DOLLARS (\$166,702.80) annually, which sum shall be paid by the City as full compensation for the dedicated time agreed upon and worked hereunder.

3.2 Payment shall be made on a quarterly basis, with the initial payment of FORTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 70/100 DOLLARS (\$41,675.70) due on or before January 1, 1990 and subsequent payments shall be made within thirty (30) days of receipt of bill from the County; said quarterly payments for the first year of services may be reduced as provided for in paragraph 5.2 of this agreement.

3.3 Any increases in compensation pursuant to this agreement, shall be limited to those increases accruing within the Millard County Sheriff's Office specifically relating to salary increases, insurance increases and operational costs, as those costs are associated only with patrol functions and services contracted for by Delta City. Provided, that in the event the County desires to increase the terms of compensation pursuant to this agreement, written notification regarding such increases shall be given to the City not less than sixty (60) days prior to such increases going into effect. The Millard County Sheriff shall be required to meet with the Delta City Council to discuss any

increases in compensation under this agreement and to provide the City Council with documentation, records, or any other information requested by the City Council, in order to consider such increases.

4. TERM.

4.1 The term of this agreement shall commence on January 1, 1990 and shall continue for the period ending June 30, 1990, unless earlier terminated as provided hereafter. The parties hereto may renew this agreement for successive annual terms commencing June 30, 1990 and continuing each and every year thereafter. Unless the parties hereto terminate this agreement as provided hereafter, this agreement shall be automatically renewed on June 30, 1990 and shall be automatically renewed on June 30 of each and every year hereafter until such time as one or both of the parties hereto desire to terminate said agreement.

4.2 Notwithstanding the terms set forth above, either party may terminate this agreement upon sixty (60) days prior written notice to the other party. In the event that either the City or the County terminates this agreement, the County will continue to provide all services hereunder, if requested by the City, for up to an additional 210 days beyond the notice period and the City shall pay for said extension at the contract rate.

5. TRANSFER OF EQUIPMENT AND USE OF CITY OFFICES.

5.1 The parties hereto have mutually agreed upon a list of law enforcement related equipment, including a valuation of said equipment, which shall be sold and transferred to the Millard County Sheriff's Office. Such equipment shall be transferred to the County pursuant to Bills of Sale, copies of which are attached hereto as Exhibits "A" and "B" and incorporated into this agreement by reference.

5.2 The City, at its option, may apply the amounts of the valuation for the equipment transferred to the County against the payments owed to the County by the City. Such amounts shall be credited to the City during the first year of this agreement at the rate of TEN THOUSAND FOUR HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$10,464.00) per quarter at the same time the City is required to make payment to the County pursuant to the terms of this agreement.

5.3 Should this agreement be terminated by either of the parties hereto, prior to the City being reimbursed or credited for the aforementioned equipment, the unpaid portion of the amount owed to the City by the County shall be paid to the City at the time of the termination, either in cash or in equipment, at the option of the City.

5.4 Any and all equipment or automobiles transferred from the City to the County, pursuant to this agreement or the Bills of Sale, shall be conveyed "as is", without warranty, express or implied, as to the condition thereof.

5.5 The County shall be responsible, at its cost, to procure the necessary documents in order to change title in favor of Millard County to those vehicles conveyed to the County pursuant to this agreement and the Bills of Sale.

5.6 It is agreed upon by the parties hereto that the Millard County Sheriff's Office shall be allowed to utilize the office space at the Delta City Building located at 72 North 200 West, Delta, Utah, which was heretofore used by the Delta City Police Department. The City agrees not to charge the County for operation and maintenance or insurance relating to the area hereafter utilized by the Millard County Sheriff's Office and, in return, the County agrees to be fully responsible for any and all maintenance and repairs to the structure, fixtures, furniture, computers and any and all equipment or other tangible property used by the Millard County Sheriff's Office, its officers, agents or employees or located on those premises utilized by the Millard County Sheriff's Office in the Delta City Building.

6. EMPLOYMENT OF CITY OFFICERS.

6.1 The County agrees to employ all of the present Delta City police officers who desire to be so employed and who are able to pass the standard examination administered to all County Sheriff's Office applicants. Such employment shall be in accordance with the standard employment procedures, rules and regulations of the County Sheriff's Office and the County shall have full right and authority to assign such officers to whatever duties and assignments the County deems appropriate.

6.2 The parties hereto recognize that the City will retain the current Delta City Police Dispatcher/Secretary as a City employee. However, the County shall utilize the services of said City employee for secretarial and receptionist duties for not less than twenty (20) hours per week. In the event Millard County utilizes the services of said Delta City employee for more than twenty (20) hours per week, Millard County shall reimburse Delta City at the hourly rate of pay, including benefits, said Delta City employee receives from the City.

7. **OFFICIAL STATUS OF OFFICERS.** All persons employed for the performance of such law enforcement services and functions pursuant to this agreement shall be County employees and no City employee shall be considered a County employee, provided, that in the event the County utilizes the services of any City employee for the benefit of the County pursuant to this agreement, such person, for purposes of liability pursuant to paragraph 8 of this

agreement, shall be deemed a County employee while under supervision of any officer, agent or employee of the County. Furthermore, no person employed in the performance of said law enforcement services and functions pursuant to this agreement shall have any City pension, civil service, benefit, or any status or similar rights, except those benefits already earned as of the date this contract goes into effect.

8. SPECIAL COMMITTEE.

8.1 A joint board has been formed, consisting of the Delta City Mayor, one Delta City Councilman appointed by the Delta City Council, one Millard County Commissioner appointed by the Millard County Commission and the Millard County Sheriff. The board shall meet from time to time to:

(a) Consider any questions that may arise concerning the enforcement of this agreement.

(b) Consider whether the provisions contained in this agreement are enforced according to the understanding of the parties hereto.

(c) Discuss any changes or modifications to this agreement that may improve the law enforcement services provided to Delta City.

(d) Consider any other matters that come before the board.

8.2 The board shall meet upon the request of any two board members.

9. INDEMNIFICATION.

9.1 The County shall be responsible for all damages to persons or property that occur as a result of the intentional or negligent conduct of the County, its officers, agents or employees, or in connection with the performance of any acts, negligent or intentional, committed by the County, its officers, agents or employees, in the performance of this contract. The County shall indemnify and hold harmless the City from all claims that arise as the result of the intentional or negligent acts or omissions to act, or conduct of the County, its officers, agents and/or employees.

9.2 Unless otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment and the County hereby agrees to hold harmless the City against any such claim.

9.3 The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City or any liability other than that provided for in this agreement.

10. DAMAGES/SPECIFIC PERFORMANCE. In the event that either party fails to perform as required in this agreement, the parties each agree that the defaulting party shall be required to pay all costs of enforcement of this agreement, including a reasonable attorney's fee and costs of court, whether enforcement is by court judgment or by other lawful means. In addition to any damages that may be awarded to either party to this agreement, the City and County shall each be entitled, if necessary, to bring an action as between the City and County for specific performance of the terms of this agreement and shall be entitled to a reasonable attorney's fee and costs of court for the purpose of enforcing this agreement.

11. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties regarding the City's contract with the County for the performance of law enforcement services. Any modifications to this agreement, mutually agreed upon between the parties hereto, shall be reduced to writing and shall be incorporated into this agreement.

12. GENERAL. This agreement may not be assigned or modified without prior written consent of both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set out below.

DATED this 26 day of December, 1989.

MILLARD COUNTY

Michael R. Styler
MICHAEL R. STYLER, Chairman
Board of County Commissioners

Attest:

Marlene Whicker
MARLENE WHICKER
Millard County Clerk

Approved as to form:

Patricia Geary
PATRICIA GEARY
Deputy Millard County Attorney

DATED this 21 day of December, 1989.

DELTA CITY

Ruth Hansen
RUTH HANSEN, Mayor

Attest: *Dorothy Jeffery*
DOROTHY JEFFERY
Delta City Recorder

Approved as to form:

Richard Waddingham
RICHARD WADDINGHAM
Delta City Attorney

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That DELTA CITY, a municipal corporation and body politic of the State of Utah, whose address is 76 North 200 West, Delta, Utah 84624, the Seller, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has BARGAINED, SOLD, ASSIGNED and TRANSFERRED, and by these presents does BARGAIN, SELL, ASSIGN and TRANSFER unto MILLARD COUNTY, a politcal subdivision and body politic of the State of Utah, the Buyer, the following personal property:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
1984	Ford	Crown Victoria	(2FABP43GXEX198296)
1984	Ford	Crown Victoria	(2FABP43G5EX200066)
1985	Chevrolet	Impala	(1G1BL6964FY186333)
1985	Chevrolet	Impala	(1G1BL6960FY185454)

The sale of the aforementioned vehicles is made without covenants or warranties, express or implied, as to the condition of said vehicles; and in connection with said vehicles, Seller expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of said described vehicles.

Seller's disclaimer of warranties contained in this Bill of Sale does not affect, in any manner, the terms of any warranty

EXHIBIT A

from the manufacturer of said described vehicles that may be applicable to such vehicles.

IN WITNESS WHEREOF, we have hereunto set our hands this
21 day of December, 1989.

DELTA CITY


RUTH HANSEN, Mayor

Attest:


DOROTHY JEFFERY
Delta City Recorder

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That DELTA CITY, a municipal corporation of the State of Utah, whose address is 76 North 200 West, Delta, Utah, the Seller, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has BARGAINED, SOLD, ASSIGNED and TRANSFERRED, and by these presents does BARGAIN, SELL, ASSIGN and TRANSFER unto MILLARD COUNTY, a body corporate and politic of the State of Utah, the Buyer, that certain personal property now at Delta, Millard County, State of Utah, and described as follows:

<u>Description</u>	<u>Serial Number</u>
4 new speedgun magnum radars	59-003312 59-003298 59-003305 59-003306
Sirchie F-4-8A optical comparator	
Undercover bug system	
Avant model 1032-11 booking camera	431208
Vacuum equipment	
Sirchie Ultra-violet light	
Lab numbers retorator	
Infrared viewer	
Motorola base radio	484PKN2226
2 sets road spikes	
Ruger 308 cal. rifle	78-19765
Ruger Mini 14 rifle	184-28313
Portable radio/charger	NLN4208A
Portable radio/charger	230AKL0489
Portable radio/charger	230AKL0488
Portable radio/charger	230AKL0487
Vehicle radio	431HWG0529
Vehicle radio	431HJC0225
Vehicle radio	431HGW0008
Vehicle radio	531HFS0642
Shotgun	L1562983
Shotgun	V663001V
Shotgun	L1557544

EXHIBIT B

Shotgun
Ruger Pistol
Ruger Pistol
Ruger Pistol
Ruger Pistol

S916441V
161-34044
159-90178
161-04179
159-90177

This sale is made without covenants or warranties, express or implied, as to the condition of the property conveyed pursuant to this Bill of Sale; and in connection with the described aforementioned property, Seller expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

Seller neither assumes nor authorizes any other person to assume for Seller any liability in connection with the sale of the described property.

Seller's disclaimer of warranties contained in this Bill of Sale does not affect, in any manner, the terms of any warranty from the manufacturer of the aforementioned described property that may be applicable to such property.

IN WITNESS WHEREOF, we have hereunto set our hands this
21 day of December, 1989.

DELTA CITY

Ruth Hansen
RUTH HANSEN, Mayor

Attest:

Dorothy Jeffery
DOROTHY JEFFERY
Delta City Recorder

WADDINGHAM & PETERSON

ATTORNEYS AT LAW
P.O. BOX 430, 362 WEST MAIN
DELTA, UTAH 84624

THORPE WADDINGHAM
WARREN H. PETERSON
RICHARD WADDINGHAM

(801) 864-2748

December 27, 1989

Mayor Ruth Hansen
Delta City
72 North 200 West
Delta, UT 84624

RE: Law Enforcement Service
Agreement

Dear Mayor Hansen:

Enclosed is a copy of the description of the personal property Delta City sold to Millard County pursuant to Bills of Sale as set forth in the Law Enforcement Service Agreement.

The description of said personal property contains two columns; the first column referring to the price of the equipment when it was purchased new and the second column representing the sale price, or the price Millard County has paid Delta City for said personal property.

It is my understanding from Chief Young that the majority of the equipment purchased by the Sheriff's Office is used equipment, which would account for the reduction in the purchase price by the county.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely yours,

WADDINGHAM & PETERSON

Richard Waddingham
Richard Waddingham
Delta City Attorney

RW/kj

Enclosure

cc: Delta City Council members

891227rwkj/c:hansen.ltr

<u>DESCRIPTION</u>	<u>NEW PRICE</u>	<u>SALE PRICE</u>
AUTOMOBILES:		
1984 Ford Crown Victoria		\$4,000.00
1984 Ford Crown Victoria		4,000.00
1985 Chevrolet Impala		5,000.00
1985 Chevrolet Impala		5,000.00
EQUIPMENT:		
4 new speedgun magnum radars	\$ 5,606.00	\$ 5,606.00
Sirchie F-4-8A optical comparator	2,000.00	1,500.00
Undercover bug system	4,000.00	2,500.00
Avant model 1032-11 booking camera	800.00	500.00
Vacuum equipment	320.00	150.00
Sirchie Ultra-violet light	300.00	150.00
Lab numbers reticator	400.00	150.00
Infrared viewer	1,700.00	1,200.00
Motorola base radio	2,000.00	1,000.00
2 sets road spikes	2,895.00	2,500.00
Ruger 308 cal. rifle	400.00	300.00
Ruger Mini 14 rifle	350.00	300.00
Portable radio/charger	1,000.00	700.00
Portable radio/charger	1,000.00	700.00
Portable radio/charger	1,000.00	700.00
Portable radio/charger	1,000.00	700.00
Vehicle radio	1,700.00	1,000.00
Vehicle radio	1,700.00	1,000.00
Vehicle radio	1,700.00	1,000.00
Vehicle radio	1,700.00	1,000.00
Shotgun	200.00	150.00
Shotgun	200.00	150.00
Shotgun	200.00	150.00
Shotgun	200.00	150.00
Ruger Pistol	225.00	150.00
Ruger Pistol	225.00	150.00
Ruger Pistol	225.00	150.00
Ruger Pistol	225.00	150.00
TOTAL EQUIPMENT:	\$33,271.00	\$23,856.00